

EXHIBIT 7



Silicon Valley Bank

**SVB Eurodollar Operating Account Agreement
(Cayman Islands Branch)**

INTRODUCTION

The SVB Eurodollar Operating Account provides clients with an opportunity to establish a noninterest-bearing operating account at Silicon Valley Bank's Cayman Islands branch office.

General terms for this account include:

<i>Type of Account</i>	Business Account (Operating)
<i>Currency</i>	U.S. Dollars
<i>Interest Rate</i>	Zero
<i>Minimum Balance Requirement to Open and Maintain at all Times for U.S. entities</i>	U.S. \$100,000
<i>FDIC Insurance</i>	None. Funds in the Eurodollar Operating Account are not "deposits" as defined by the FDIC, and your status in the event of a Bank failure would be that of a general creditor and not a depositor.

SVB EURODOLLAR OPERATING ACCOUNT

1. **Opening an Account.** To open a Eurodollar Operating Account at the Cayman Islands branch, you must provide a Bank Depositor Agreement (Business Deposit Accounts) to us and be approved by us.
2. **Account Terms.** Your Eurodollar Operating Account will not bear interest (the interest rate will be zero). If you are a U.S. entity, you agree to maintain a minimum of \$100,000 in your Eurodollar Operating Account at all times. Account balances below this minimum may be moved to another account or product with us, and your account may be closed (if you are a U.S. entity). Analysis credit calculated on your accounts with us will not include balances maintained in a Eurodollar Operating Account. You represent and warrant that (a) you will not establish a Eurodollar Operating Account primarily for personal, family or household purposes, and (b) you are not a Cayman Islands resident (as defined below).
3. **Transactions on Eurodollar Operating Account.** Your access to and transactions on a Eurodollar Operating Account are limited as set forth in this Agreement. In addition, some inter-branch services may be unavailable or limited. We may process items or other debits for payment against, and deposits or other credits for payment to, your account at another office of the Bank. Notwithstanding this, your Eurodollar Operating Account deposits are deposits of the Cayman Islands branch and are payable and collectible only at and by the Cayman Islands branch.
4. **Relation to Deposit Agreement.** This Agreement is an addendum to and part of the SVB Deposit Agreement and Disclosure Statement ("Deposit Agreement"). Together, they form the agreement (the "Agreement") that governs your Eurodollar Operating Account and related services. **The Agreement (in the Deposit Agreement) contains a dispute resolution provision under which you and we waive any right you or we may have to request a jury trial. It also contains a provision for judicial reference, as an alternative dispute resolution provision.** If there are conflicts with the Deposit Agreement, the terms of this Eurodollar Operating Account Agreement will control. We may change the terms of the Agreement at any time.
5. **Relation to SVB Online Banking.** Your access to and transactions on Eurodollar Operating Accounts may be via SVB Online Banking, our online banking product. You acknowledge receipt of SVB Online Banking Conditions of Use. The terms of the Deposit Agreement that govern the use of SVB Online Banking (including SVB Online Banking Conditions of Use and the SVB Online Banking Enrollment Form) (collectively, the "SVB Online Banking Agreement") also apply to your use of SVB Online Banking to access and use the Eurodollar Operating Account and related services. Your monthly statements will be delivered to you electronically via SVB Online Banking. You may also request a mailed copy via U.S. mail. Subject to the terms of the SVB Online Banking Agreement, you may access your Eurodollar Operating Account and request a transfer of funds to yourself or to others by providing us with a payment order that complies with the terms of that agreement. Your SVB Online Banking Agreement includes (among other things) provisions under which: (a) the SVB Online Banking Administrator is responsible for assigning wire capabilities and



Silicon Valley Bank

SVB Eurodollar Operating Account Agreement (Cayman Islands Branch)

levels of approval authority to authorized users; and (b) you are responsible for authorized and unauthorized transfers, instructions or payment Orders initiated through SVB Online Banking in your name.

6. **Fees and Charges.** You agree to pay our fees and charges, as set forth in this Agreement or as otherwise communicated to you. These fees and charges are subject to change. We may charge any account of yours for any fees and charges, including any Eurodollar Operating Account.
7. **Reversal of Entries.** We reserve the right to reverse any credit or debit to your Eurodollar Operating Account if, in our reasonable opinion, it is necessary or appropriate for us to do as a result of legal process, judicial order or otherwise by law, by any regulatory body or by the rules of any funds transfer system. We may charge back any deposit or credit to any Eurodollar Account or other account of yours at any time if an electronic payment or an item is reversed or returned to us, whether the reversal or return was or was not proper, timely or otherwise in compliance with the laws, rules or regulations applicable to the electronic payment or item. We may also reverse credit that was given in advance of receipt of funds if such funds are subsequently not received, whether or not non-delivery is attributable to your or our or third-party actions or omissions and with effect back-valued to the date on which the correct entry (or no entry) should have been made. We may use currency exchange rates, if conversion is needed, as in effect as of the initial transaction, or as of the date of the reversal, or as of another time, and conversion fees may apply in any case where currency conversion is needed or used.
8. **Deductions.** You agree to pay any fees, taxes or duties relating to your Eurodollar Operating Account (excluding those related to our net income). We may deduct or withhold from payments to you any amounts that we are required (or reasonably believe to be required) to deduct or withhold under applicable law or by any applicable taxation or other authority. We may escheat property in accordance with relevant law.
9. **Right of Setoff or Other Charges.** As detailed in the Deposit Agreement, under certain circumstances we may use funds in your accounts – including your Eurodollar Operating Account – to pay debts and obligations that you owe us.

ADDITIONAL TERMS AND PROVISIONS

DEFINITIONS

Capitalized terms have the meanings indicated in the Deposit Agreement. The terms “we,” “us,” “our,” “SVB,” and “Bank” refer to Silicon Valley Bank, and “you” and “your” refer to the Client named below. “Eurodollar Operating Account” means the U.S. dollar operating account you establish at the Cayman Islands branch under this Agreement, which is an “account” as that term is used in the Deposit Agreement.

ASSIGNMENT

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent. This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.

ENTIRE AGREEMENT

Unless we agree otherwise in writing, this Agreement, your Bank Depositor Agreement (signature card) and the terms and conditions governing your use of SVB Online Banking constitute the entire agreement between you and us with respect to the Eurodollar Operating Account and related services.

GOVERNING LAW/COMPLIANCE

This Agreement will be governed by and construed in accordance with the laws of the State of California (without reference to its conflict of law provisions). The California Commercial Code (including Section 9304(b)(2)) shall govern the attachment, perfection and priority of security interests and liens in the Eurodollar Operating Account(s). Notwithstanding the foregoing, the Eurodollar Operating Account(s) shall be and shall remain subject to the laws of the Cayman Islands and to the paragraph below. You agree not to conduct any transaction that would violate any laws of any state or the United States (including the economic sanctions administered by the U.S. Treasury’s Office of Foreign Assets Control), of the Cayman Islands or of any other government.



Silicon Valley Bank

SVB Eurodollar Operating Account Agreement (Cayman Islands Branch)

SVB Eurodollar Operating Account deposits are deposits of the Cayman Islands branch of Silicon Valley Bank ("Cayman Branch") and are subject to the laws of the Cayman Islands. These deposits are NOT domestic deposits, are NOT insured by the FDIC and are NOT guaranteed in any way by the United States government or any government agency thereof. The obligations related to the SVB Eurodollar Operating Account will be payable and collectible only at and by the Cayman Branch, subject to the laws (including any governmental actions, orders, decrees and/or regulations) and under the exclusive jurisdiction of the courts of the Cayman Islands. The Bank and the Cayman Branch shall be excused from any failure to discharge its obligations hereunder that is a result of restrictions imposed on the transferability of funds, confiscations or expropriations, acts of war, insurrections, civil disturbances, actions by any government or similar institutions, or any other reasons of force majeure or any other circumstances beyond its control. Neither the Bank's head office nor any other office, branch, or affiliate of the Bank will be liable therefore. Persons resident in the Cayman Islands ("Cayman Residents"), other than exempted Cayman licensed entities or ordinary non-resident companies, may not establish a SVB Eurodollar Operating Account.

ACCOUNT INFORMATION

Client Name ("Client"): _____
(Title on Account)

ACCEPTANCE. This SVB Eurodollar Operating Account Agreement is entered into by and between Silicon Valley Bank and the Client named above, effective as of the date of acceptance by the Bank. By signing below, Client agrees to the terms and conditions of this Agreement.

Authorized Signature

Date

Print Name

Title

Authorized Signature*

Date

Print Name

Title

*To be used only if Client's SVB Bank Depositor Agreement specifies that two signatures are required.

SILICON VALLEY BANK

Authorized Signature

Date

Print Name

Title